

RESOLUTION 2007-5

A RESOLUTION AUTHORIZING A CONTRACT FOR PLANNING AND CONSULTING SERVICES TO CONDUCT A TRANSFER OF DEVELOPMENT RIGHTS FEASIBILITY STUDY AS WELL AS A MARKET ANALYSIS FOR THE GRANT PROJECT "PARTNERING TO PRESERVE FARMLAND IN HIRAM TOWNSHIP WITH TRANSFER OF DEVELOPMENT RIGHTS" AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Hiram received four responses to their request for proposal and qualifications for planning and consulting services to conduct a transfer of development rights feasibility study and market analysis; and

WHEREAS, at the Citizens Advisory Committee meeting held on July 18, 2007, it was determined that the lowest responsive and responsible proposal was from Rick Pruetz. The Citizens Advisory Committee recommended that the Council of the Village of Hiram accept this proposal; and

WHEREAS, the budget agreed upon between the Center for Farmland Policy Innovation at the Ohio State University and the Village of Hiram, as set forth in the Grant Agreement dated February 12, 2007, identifies \$30,000.00 as the appropriate amount to compensate a consultant for a transfer of development rights feasibility study as well as a market analysis.

NOW THEREFORE BE IT RESOLVED, by the Council of the Village of Hiram, Portage County, Ohio, two-thirds (2/3rds) of all those elected thereto concurring that:

SECTION 1: The proposal of Rick Pruetz, FAICP, in the amount of \$29,250 is the lowest responsive and responsible proposal, and the Mayor of the Village of Hiram and the Fiscal Officer are hereby authorized to enter into the contract with Rick Pruetz, FAICP attached as Exhibit "A" in the amount of \$29,250.

SECTION 2: It is hereby found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including §121.22 of the Revised Code of the State of Ohio.

SECTION 3: This Resolution is declared to be an emergency measure for the reason that it is necessary to start the feasibility study and market analysis as soon as possible to determine the potential for transfer of development rights in the Village of Hiram.

PASSED IN COUNCIL August 14, 2007 as an emergency.

ATTEST:

Kay E. Ziska
Fiscal Officer

Robert L. Summers

Mayor Robert L. Summers

I, Kay E. Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2007-5 has been duly posted in the required 5 places.

8/23/07
Date

Kay E. Ziska
Fiscal Officer, Village of Hiram

**AGREEMENT
BY AND BETWEEN RICK PRUETZ AND HIRAM VILLAGE
FOR PLANNING SERVICES**

This agreement is made and entered into by and between the Rick Pruetz, FAICP, Planning and Implementation Services, hereafter referred to as Rick Pruetz, 522 The Strand, Hermosa Beach, CA 90254; and Hiram Village, hereafter referred to as the Village, 11617 Garfield Rd., P.O. Box 65, Hiram, OH 44234.

WHEREAS, the Village submitted and was awarded a grant from The Ohio State University, Center for Farmland Policy Innovation which includes a commitment to prepare a Transfer of Development Rights (hereinafter TDR) feasibility study and market analysis to determine if a TDR program will be feasible between Hiram Township and Hiram Village (hereinafter Village or the Village) to preserve farmland and critical resources and stimulate desired economic development in the Village; and

WHEREAS, the Village advertised a combined Request for Proposal/Request for Qualifications to obtain the assistance of a planning consultant with experience in conducting TDR feasibility studies and market analyses; and

WHEREAS, the TDR Citizens Advisory Committee has reviewed the proposals and qualifications submitted to the Village and has recommended to the Village Council that they should contract with Rick Pruetz, FAICP to prepare the feasibility study and market analysis; and

WHEREAS, Hiram Village Council (hereinafter Council, or the Council) concurs with the recommendation of the TDR Citizens Advisory Committee.

THEREFORE, Rick Pruetz and the Village hereby agree to the following:

SCOPE OF SERVICES

Rick Pruetz shall provide planning and consulting services, as described in Attachment 1, attached hereto and included by reference.

COMPENSATION

Rick Pruetz shall submit invoices to the Village Fiscal Officer as work progresses, documenting work completed in relation to the agreed upon scope of services of this project. The total amount due under this Agreement shall not exceed \$29,250.

TERMS AND CONDITIONS

Amendments

The Village or Rick Pruetz may modify the scope of services and respective compensation for such changes only by mutual written consent. If there is an increase in the scope of service requested during the term of this project, prior authorization of the Council is necessary.

Termination

1. If Rick Pruetz fails to fulfill any obligation under this Agreement, the Village may terminate the Agreement by giving notice to Rick Pruetz of such termination, specifying cause and the effective date of such termination. A minimum of 30 days notice shall be required to be given.
2. Rick Pruetz may terminate this Agreement with the Village by giving 30 days written notice to the Village and cause for such termination.

In either case of termination, Rick Pruetz shall be compensated for services performed through the end of the termination period, but in no case shall exceed \$29,250 unless this Agreement has been amended by mutual consent as set forth in this Agreement.

Publications, Reproductions, and Use of Materials

No material produced in whole or in part under this Agreement, shall be subject to copyright. The Village Council and Rick Pruetz shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, or other materials prepared under this agreement.

Compliance With Equal Opportunity

Rick Pruetz agrees that if he hires additional personnel for the performance of the work under this Agreement, Rick Pruetz and any subcontractors shall not, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any person in the employment of a person qualified and available to perform the work to which this Agreement relates, and that Rick Pruetz and any person acting on behalf of Rick Pruetz shall not in any manner, discriminate against, intimidate, or retaliate against any employees hired for the performance of work under this Agreement on account of race, color, religion, sex, age, handicap, national origin or ancestry.

Sole Obligation of the Village

Any obligation for cash payment under this Agreement shall be made solely from the funds provided to Hiram Village for the purpose of this planning project. Rick Pruetz recognizes and acknowledges that the Agreement is with Hiram Village and is not the obligation of any official or employee, or any other political subdivision, official or entity.

Severability

In the event that any term or clause of this Agreement is held to be invalid as contravening any law or governmental regulation or otherwise, then such term or clause shall remain in effect only to the extent permitted by such law or governmental regulation, but the remaining provisions of this Agreement shall continue in full force and effect.

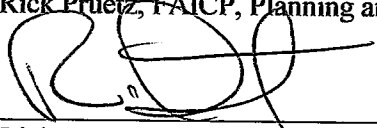
Assignability

Rick Pruetz shall not assign or transfer by assignment any of its rights, obligations, benefits, liabilities, or other interests under this Agreement without the prior written consent of the Village.


Term of Agreement

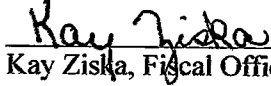
This agreement shall be in effect from August 15th, 2007, or the date of Council authorization to enter into this agreement until February 28, 2008 unless both parties agree to an extension of time in writing to complete agreed upon work.

Rick Pruetz, FAICP, Planning and Implementation Strategies


8-30-07
Rick Pruetz, FAICP Date

Hiram Village


8-18-07
Robert L. Summers, Mayor Date


8-20-07
Kay Ziska, Fiscal Officer Date

Approved As To Form


8-21-07
Tom Reitz, Hiram Village Solicitor Date

Attachment 1
Tasks, Timeline and Budget

TASK DETAILS

Phase One – Feasibility Study

Task 1: Collect Data and Prepare/Present Options to CAC

August –September 2007	80 hours X \$100/hour	\$8,000
	3-day/2 night trip (airfare, lodging, taxi, rental car)	\$ 750
	Subtotal	\$8,750

- Consultant will work with local staff, CAC, developers, landowners, real estate experts and appropriate agencies to identify and narrow optional TDR approaches based on logical receiving areas, potential sending areas, growth projections, comprehensive plans, zoning and local perceptions about the TDR tool.
- Consultant will consider a wide range of potential TDR approaches before ultimately developing alternative scenarios for not more than three optional combinations of TDR program components (receiving areas, density bonus ranges, sending areas and TDR allocation rates.)
- Consultant will obtain staff concurrence on draft scenarios and ask local appraiser (if one is provided) for assistance in estimating land value changes under the assumptions of each scenario. (If a local appraiser is not provided, consultant is prepared to estimate values independently, based on existing easements, experience of comparable communities and interviews with landowners, developers and real estate experts. Estimates of value change in sending and receiving areas is done to identify a TDR value that should appeal to sending area landowners as well as receiving area developers. These estimates are typically used only to establish optimal bonus density and TDR allocation rates. These estimates are not intended to create a required TDR cost.)
- Consultant will prepare a power point presentation summarizing the TDR concept, lessons learned from other programs, options considered but discarded and the components of the optional approaches that appear most feasible in Hiram.
- Consultant will travel to Hiram to make power point presentation to CAC and meet with key stakeholders including landowners, developers and elected/appointed officials. At each presentation and meeting, the consultant will ask for feedback to guide the future phases of the study.

Task 2: Prepare and Present Draft TDR Study to CAC

October 2007	80 hours X \$100/hour	\$8,000;
	3-day/2 night trip (airfare, lodging, taxi, rental car)	\$ 750

Sub total \$8,750

- Consultant will use feedback from Task 1 as well as continuing dialog with all appropriate stakeholders to prepare an administrative draft TDR study that explains the TDR concept, describes the process used to develop/select options, evaluates the components of the remaining options and identifies the consultant's preferred option.
- Consultant will solicit staff and/or other comments on administrative draft to the extent possible given the project schedule.
- Consultant will use any comments received on administrative draft to prepare a draft TDR study as described above.
- Consultant will travel to Hiram to make a power point presentation of the draft TDR feasibility study to the CAC and any other organizations recommended by staff and the CAC. As time permits, the consultant will also meet with key stakeholders including landowners, developers and elected/appointed officials. At each presentation and meeting, the consultant will ask for feedback useful to future tasks.

Task 3: Prepare and Present TDR Study

November 2007	60 hours X \$100/hour	\$6,000
	3-day/2 night trip (airfare, lodging, taxi, rental car)	\$ 750
	Subtotal	\$6,750

- Consultant will use feedback from presentations and meetings of Task 2 as well as individual contact with appropriate CAC members and stakeholders to change the draft study to a final study that refines the contents of the draft study, recommends an approach and fully describes that approach. This description will include key program components (sending area, TDR allocation, receiving area, developer incentives) as well as recommended procedural approaches such as developer compliance options, possible roles for local governments and opportunities for the involvement of non-profit organizations, land trusts and state/federal agencies. The study will also estimate a range of acreage that could be preserved by the recommended TDR program based on growth projections and anticipated demand for bonus density in the receiving areas. The Village and Township can use this estimate to evaluate the extent to which TDR might achieve preservation goals.
- Consultant will travel to Hiram to make a power point presentation of the TDR feasibility study to the CAC, Village/Township Officials and any other organizations recommended by staff and the CAC.

Phase One Subtotal Budget \$24,250

Phase Two – Ordinances and Procedural Recommendations If Directed To Proceed

December 2007 50 hours X \$100/hr \$5,000

- Consultant will use feedback from Phase One as well as individual contact with appropriate CAC members and stakeholders to prepare draft TDR ordinance(s) for the Village and/or Township if directed to proceed. Consultant will also prepare a memo with recommendations on administrative procedures essential to the success of the TDR program such as a possible TDR registry, a clearinghouse to help TDR buyers and sellers find one another and methods for documenting the preservation of a sending site, TDR certification, TDR transfer and the retirement of TDRs when they are used to satisfy TDR requirements in receiving area developments.
- Consultant will distribute draft ordinance(s) and administrative procedures for comment to staff, CAC and other appropriate stakeholders to the extent permitted by the project schedule.
- Consultant will use any comments received on drafts to prepare proposed TDR ordinance(s) codes and administrative procedure recommendations.

TOTAL BUDGET FOR PHASES 1 AND 2

\$29,250

RECEIVED SEP 04 2007

Rick Pruetz, FAICP
522 The Strand
Hermosa Beach, CA 90254
arje@attglobal.net
(310)749-5535

August 30, 2007

Rosemary Yukich
Assistant Fiscal Officer
Village of Hiram
P.O. Box 65
Hiram, OH 44234-0065

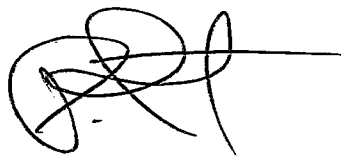
Dear Ms. Yukich:

Enclosed is a signed copy of the agreement between Hiram Village and me for planning services. I have also sent a signed copy to Tom Reitz as you requested.

Thanks for your help in getting this project started.

Sincerely,

Rick Pruetz

A handwritten signature in black ink, appearing to be 'Rick Pruetz', with a long horizontal line extending to the right.